

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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EDEN PINO, LESTER MONCADA, and :
WALTER ULLOA, on behalf of themselves and all :
others similarly situated, :

Plaintiffs, :

– against – :

HARRIS WATER MAIN & SEWER :
CONTRACTORS, INC., STEVEN KOHEL, :
individually, and BRETT KOHEL, individually, :

Defendants. :
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Case No. 17-cv-5910 (KAM)(RER)

DECLARATION OF
ARIEL MENDOZA
IN SUPPORT OF PLAINTIFFS’
MOTION FOR CONDITIONAL
CERTIFICATION

Ariel Mendoza hereby declares the following to be true under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. I worked for defendants from approximately 2010 to 2014 as a crew member/field employee performing manual labor including, but not limited to, the construction, installation, repair, and/or replacement of residential and commercial water mains and sewer lines in New York, New York.

2. While working for defendants, I was not paid for all of the time that I worked.

3. I was generally paid for about 45 hours a week.

4. However, I generally worked an average of about 60 hours a week for defendants until I was terminated for complaining about not being paid all of my overtime wages.

5. I had verbally complained to Brett Kogel about not being paid all of my overtime wages. Later that day, Brett Kogel and Steven Kogel ended my employment.

6. As part of my duties, I would drive myself and my fellow crew members to and from our assigned jobsite each day.

7. Prior to departing for our jobsite, my fellow crew members and I would personally prepare and load our truck with tools and equipment that we would need to take to the jobsite(s) that day. I was not paid for this time.

8. At the end of the day, my fellow crew members/field employees and I would personally unload our truck and clean. I was not paid for this time.

9. I am not aware of nor did I ever observe a crew specifically designated for loading and/or unloading our truck. My fellow crew members and I loaded and unloaded the truck ourselves.

10. I also observed other crew members/field employees, like myself, including, but not limited to, Eden Pino and Lester Moncada doing the loading and unloading of the trucks.

11. I was generally docked an hour a day for a lunch break that was not provided to me.

12. I also observed my fellow crew members/field employees not being provided with proper time for lunch breaks.

13. My paystubs or wages statements were often incorrect as they did not accurately reflect the number of hours I actually worked. Rather, my paystubs would often indicate that I worked fewer hours than I actually did.

14. I have had conversations with other crew members/field employees who have been employed by defendants including, but not limited to, Eden Pino and Walter Ulloa about defendants failure to pay them for all of the hours they worked including for time they spent loading and/or unloading trucks and/or cleaning before and/or after their shifts, and that hours were deducted from their pay for lunch breaks that they did not receive.

15. I was also required to purchase and wear uniforms including vests, sweatshirts and t-shirts with defendants' company logo on them.

16. I was not reimbursed for the cost of the uniforms.

17. Defendants did not launder the uniforms for me and did not pay for the laundering of the uniforms.

18. Defendants did not provide me with a written notice in Spanish (which is my primary language) containing my rate of pay, my overtime rate of pay, the basis for my rate of pay, and my regular pay day.

19. I did not see notices posted in defendants' workplace regarding workers' rights under federal and/or state wage and hour laws.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 23, 2018.

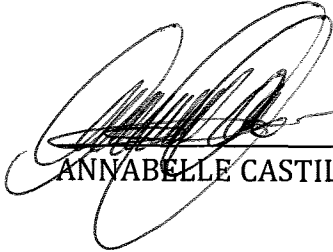


ARIEL MENDOZA

**TRANSLATOR'S
CERTIFICATE OF
ACCURACY**

ANNABELLE CASTILLO COHEN does hereby affirm as follows:

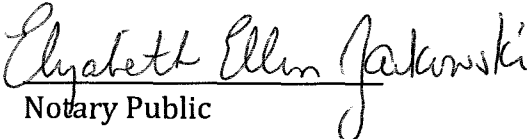
- I am fluent in both the English and Spanish languages.
- I am competent to translate between English and Spanish.
- I have translated a copy of the attached **Declaration of Ariel Mendoza** and hereby certify that the translation was a true and complete translation to the best of my knowledge, ability, and belief.



ANNABELLE CASTILLO COHEN

State of New York)
) ss.:
County of New York)

On this 23rd day of February, 2018, before me personally came ANNABELLE CASTILLO COHEN, to me known, and known to me to be the same person who executed the foregoing Translator's Certificate of Accuracy and acknowledged to me that she executed the same.



Notary Public

**ELIZABETH ELLEN ZAIKOWSKI
Notary Public, State of New York
No. 01ZA6181277
Qualified in Suffolk County
Commission Expires 01/28/2020**